

**ARRANGEMENT**

**BETWEEN**

**THE DEPARTMENT OF DEFENSE OF THE  
UNITED STATES OF AMERICA**

**AND**

**THE MINISTRY OF DEFENCE  
OF THE UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND**

**REGARDING**

**THE ASSIGNMENT OF UNITED KINGDOM  
MILITARY PERSONNEL**

**TO UNITED STATES STRATEGIC COMMAND**

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## INTRODUCTION

The purpose of this Arrangement is to enhance cooperation between the United States of America and the United Kingdom of Great Britain and Northern Ireland in the war on terrorism and enhance global stability.

Therefore, the Department of Defense of the United States of America (USDoD), as represented by the United States Strategic Command (USSTRATCOM) and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland (UKMoD) (each referred to herein individually as a "Participant" and together as the "Participants"), hereby establish the following terms and conditions regarding the assignment of UKMoD military personnel to USSTRATCOM.

## SECTION I DEFINITIONS

In addition to any terms defined in other provisions of this Arrangement, the following terms will have the meanings indicated:

- 1.1 "Assigned Personnel (AP)" means a member of the Parent Participant's armed services who, upon approval or certification of the Host Participant, is assigned to a unit of the Host Participant in accordance with the terms of this Arrangement.
- 1.2 "Classified Information" means official information of a Participant that requires protection in the interests of national security and is so designated by the application of a security classification marking.
- 1.3 "Contact Officer" means the Host Participant official designated in writing by the Host Participant Command to oversee the activities of the Assigned Personnel.
- 1.4 "Controlled Unclassified Information (CUI)" means unclassified information of a Participant to which access or distribution limitations have been applied in accordance with national laws, policies, or regulations of such Participant. It includes information of the United States that is exempt from public disclosure or subject to export controls.
- 1.5 "Host Government" means the United States Government.
- 1.6 "Host Participant" means the United States Strategic Command (USSTRATCOM).
- 1.7 "International Visits Program (IVP)" means the program established to process visits by, and assignments of, foreign nationals to USDoD components and USDoD contractor facilities. The IVP is designed to ensure that only Classified and Controlled Unclassified Information properly authorized for disclosure to foreign governments will be released to their personnel; that the security authority of the requesting foreign government provides a security assurance regarding their personnel when the disclosure of Classified Information is involved in the visit or

assignment; and to facilitate administrative arrangements for visits or assignments (e.g., date, time and place).

1.8 "Parent Government" means the Government of United Kingdom of Great Britain and Northern Ireland.

1.9 "Parent Participant" means the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland (UKMoD).

## SECTION II SCOPE

2.1 This Arrangement establishes the terms and conditions by which UK MoD Assigned Personnel (AP) may be assigned to USSTRATCOM to fulfill USSTRATCOM operational requirements and missions while providing work experience and proficiency maintenance to the AP. The AP will gain operational expertise and technical knowledge while providing operational support to USSTRATCOM as an integrated member of the staff. In addition, the AP will provide updates to and present the views of the Parent Participant on issues and developments where both Participants have a mutual interest. AP may be assigned only to positions established in Annexes to this Arrangement. Annexes to this Arrangement will be an integral part hereof and may include additional conditions and prerequisites specific to particular assignments.

2.2 The establishment of each AP position under this Arrangement and its Annexes will be based upon the demonstrated need for, and the mutual benefit of, such position to the Participants. Once established, each AP position will be subject to review by both Participants twelve (12) months prior to the completion of the AP's assignment to ensure that the position continues to be required by, and of benefit to, the Participants. If a Participant determines that an AP position is no longer required and is not of benefit, the AP position may be terminated as provided for in Section XI of this Arrangement.

2.3 Commencement of an AP assignment will be subject to any requirements that may be imposed by the Host Participant or Host Government regarding formal certification or approval of AP, including evidence of requisite security clearances. Requests for assignment will be processed pursuant to the International Visits Program (IVP), as defined in Paragraph 1.7 of this Arrangement.

## SECTION III DUTIES AND ACTIVITIES

3.1 A position description (PD) developed by the Host Participant will be approved by the Participants for each AP position established in an Annex. The AP will perform duties as set out in the PD, and perform related tasks as specified by Host Participant supervisors and commanders and as contemplated and permitted by this Arrangement. The AP must possess the requisite grade, skill, training, academic qualifications, and security clearance described in the

PD and the relevant Annex to this Arrangement. The Parent Participant will provide a career brief and biography of each potential AP to the Host Participant for approval three months prior to assignment. The Host Participant will disapprove assignment of any proposed AP who does not meet the qualifications or who cannot safely perform the duties of the position. This decision will be within the sole discretion of the Host Participant.

3.2 The normal tour of duty for AP, exclusive of travel time between countries, will be a minimum of two years and up to a maximum of three years. Any time required for qualification, orientation, certification and/or familiarization will be in addition to the tour length. Exceptions and/or adjustments to the tour length will require mutual approval of the Participants.

3.3 The AP will not perform duties reserved by the laws or regulations of the Host Government to officers or employees of the Host Government. The AP will be required to comply with all applicable Host Government policies, procedures, laws and regulations, including those relating to security. The Host Participant will assign a Contact Officer to provide guidance to the AP concerning these requirements. In addition, the Contact Officer will arrange for access to facilities and information and other activities consistent with the purposes of this Arrangement.

3.4 AP will be granted access to work areas, technical data and information of the Host Participant, whether or not classified, to the extent necessary to fulfill AP duties. AP may visit Host Government and contractor facilities as authorized by the Host Participant.

3.5 AP will participate in all tasked peacetime exercises and deployments, including operational readiness inspections within the continental United States (CONUS). AP participation in exercises and deployments outside CONUS and/or in contingency and wartime actions, or where personnel will be assigned under NATO direction, must be expressly authorized by both the Host and Parent Participants.

3.6 While on duty, AP will wear an appropriate military uniform. The order of dress for any occasion will be that which most closely conforms to the order of dress for the Host Participant. AP will be required to comply with the customs of the Host Participant with respect to the wearing of civilian clothing. AP must wear in clear view, when required by security procedures, a USDoD or similar Host Participant building or installation pass or badge that clearly identifies him as an AP. AP may not be provided name tags, e-mail addresses, codes or titles that could imply that he is a USDoD person.

#### SECTION IV FINANCIAL ARRANGEMENTS

4.1 Unless otherwise indicated in this Arrangement, the Parent Participant will bear all costs and expenses of the AP, including, but not limited to:

4.1.1 Basic pay and allowances of the AP.

4.1.2 Change of station costs for the AP (along with authorized dependents), including transportation, per diem and other travel allowances.

4.1.3 The cost of housing and mess for AP.

4.1.4 Compensation for loss of, or damage to, the personal property of the AP.

4.1.5 Preparation and shipment of remains and funeral expenses associated with the death of the AP.

4.1.6 The movement or storage of the household effects of the AP as authorized by the Parent Participant.

4.1.7 Expenditures in connection with any special duty performed on behalf of the Parent Participant.

4.1.8 Expenses incurred in the interest of dependents permitted to accompany or join AP.

4.1.9 Formal and informal training of the AP provided by the Host Participant other than in accordance with paragraph 4.2.1.

4.1.10 All expenses in connection with the return of the AP (along with authorized dependents) whose assignment has ended or been terminated.

4.1.11 All temporary duty expenses when directed by the Parent Participant will be paid for by the Parent Participant.

4.2 The Host Participant will be responsible for the costs of the following:

4.2.1 Formal and informal training of the AP provided by Host Participant conducted to familiarize, orient or certify AP regarding unique aspects of the assignment as specified in the appropriate Annex.

4.2.2 Office space, equipment and other support required to perform the duties of the AP position.

4.2.3 All temporary duty travel expenses when directed by the Host Participant.

## SECTION V SECURITY OF INFORMATION

5.1 All Classified Information made available to the AP will be considered to be Classified Information furnished to the Parent Government and will be stored, handled, transmitted and safeguarded in accordance with the General Security of Information Agreement between the Government of the United States of America and the Government of United Kingdom of Great Britain and Northern Ireland, entered into on April 14, 1961, as amended, and the Security Implementing Arrangements for Operations between the Ministry of Defence of the United Kingdom and the Department of Defense of the United States, signed January 27, 2003.

5.2 All Controlled Unclassified Information (CUI) to which the AP is granted access while assigned to the Host Participant will be treated as information provided in confidence to the Parent Government. Such information will not be further released or disclosed by the AP (except as necessary to Parent Government personnel for the purposes of Section II of this Arrangement) to any other person, firm, organization, entity, or government without the prior written authorization of the Host Government. Disclosure of information to the AP will not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in Section II.

5.3 The Host Participant will establish the maximum substantive scope within which the disclosure of any Classified Information and CUI to the AP will be permitted. Access by AP to such information and facilities will be consistent with, and limited by the terms of the AP's assignment, the provisions of this Section and any other agreement between the Participants or their governments concerning access to such information and facilities. Further, access will at all times be limited to the minimum required to accomplish the purposes of this Arrangement, and, at its discretion, the Host Participant may prohibit the right of access by AP to any Host Participant computer system or facility or require that such access be supervised by Host Participant personnel.

5.4 The AP will not take custody of Classified Information or CUI in tangible form (i.e., documents or electronic files), except as expressly permitted by the terms of this Arrangement and approved by the Host Participant.

5.5 AP may not have access to:

5.5.1 Classified Information or CUI provided by a third government or international organization unless access is approved in writing by the originating government or organization and the Host Participant.

5.5.2 Compartmented information, unless specifically authorized by a separate government-to-government agreement and approved by the Host Participant.

5.5.3 Information bearing a special handling notice that restricts access, except when authorized by the originator and the Host Participant.

5.6 AP may assume custody of releasable documentary information to act as a courier only when authorized by the Parent Participant, in writing, to assume responsibility as its agent and when approved by the Host Participant.

5.7 AP may be furnished a security container for the temporary on-site storage of Classified Information, consistent with the terms of the AP's certification or assignment, provided the security responsibility and control of the container and its contents remain with the Host Participant.

5.8 The security authority of the Parent Participant will ensure that security clearance assurances for AP are filed through the Parent Government's Embassy in Washington, DC. The security clearance assurances will be prepared and forwarded through the IVP, as defined in Paragraph 1.7.

5.9 The Host Participant will ensure that assigned AP are fully briefed on applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), Classified Information and CUI to be disclosed to AP. The obligation to protect such information will apply both during and after termination of assignment.

5.10 The Parent Participant will instruct AP to comply at all times with the security laws, regulations and procedures of the Host Government. Any violation of security procedures by AP during his/her assignment will be reported to the Parent Participant for appropriate action. Upon request by the Host Participant, the Parent Participant will remove an AP who violates security laws, regulations, or procedures during their assignment.

5.11 AP may have access to authorized Classified Information and CUI during normal duty hours at the place of assignment when access is necessary to perform the functions in the position descriptions. AP may not have unsupervised access to document catalogues unless the information in the catalogue is releasable to the public. AP may not have unescorted access to classified libraries or operations centers except as expressly permitted by the Host Participant.

## **SECTION VI STATUS**

The Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA) signed on 19 June 1951 will apply to activities under this Arrangement.



## SECTION VII

### TECHNICAL AND ADMINISTRATIVE MATTERS

7.1 AP will be under the direction and operational control of the Host Participant's unit commander or designated representative. Administration and control of the AP will be in accordance with the Host Government's national laws and regulations.

7.2 To the extent authorized by the laws and regulations of the Host Government, and in accordance with Section IV of this Arrangement, the Host Participant may provide such administrative support as is necessary for the AP to perform duties assigned pursuant to this Arrangement.

7.3 The Host Participant will determine the normal working hours for AP.

7.4 AP may be granted leave according to entitlements under the regulations of the Parent Participant, provided such leave is approved by the Parent Participant and coordinated with the applicable Host Participant's unit commander or his designated representative. Leave and holiday schedule for AP will be commensurate with the Host Participant unit's schedule.

7.5 All costs associated with medical care for AP and AP's accompanying dependents will be resolved through existing bilateral arrangements, including the Memorandum of Understanding Between the Government of the United States of America Represented by the Deputy Commander in Chief United States European Command and the Government of the United Kingdom of Great Britain and Northern Ireland Represented by the Ministry of Defence Concerning the Provision of Mutual Logistics Support Supplies and Services, dated 11 October 1984, as amended and implemented and the Memorandum of Understanding between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning Health Care for Military Members and their Dependents of 27 May 1999. The Parent Participant will ensure that AP and AP's accompanying dependents are medically and dentally fit prior to commencement of duty.

7.6 AP and their dependents may be accorded the use of military commissaries, exchanges, theaters and similar morale and welfare facilities, on the same basis as USDoD military service members of equivalent rank and their dependents.

7.7 To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Participant or AP, the Host Participant may provide, if available, temporary transient quarters and messing facilities for AP and dependents. If housing and messing facilities are not provided by the Host Participant, the Host Participant will use reasonable efforts to assist the Parent Participant in obtaining suitable accommodations.

7.8 The Parent Participant will ensure that AP has all documentation required by the Host Government for entry into, and exit from, the country of the Host Government at the time of such entry or exit. Unless exempted under an applicable international agreement between the Participants, AP entering the United States will be required to comply with United States Customs Regulations.

7.9 AP will not exercise any supervisory or disciplinary authority over military or civilian personnel of the Host Participant. AP will be afforded the same military courtesies as the Host Participant's military members of comparable rank.

7.10 Any decorations, awards, or insignia bestowed on AP by the Host Participant will be made in accordance with Host Participant's regulations. These awards will not be accepted by AP without the prior approval of the Parent Participant.

## **SECTION VIII DISQUALIFICATION AND REMOVAL**

8.1 Neither the Host Participant nor the armed forces of the Host Government may take disciplinary action against AP who commits an offense under the military laws or regulations of the Host Participant. The Parent Participant, however, will take such administrative or disciplinary action against AP as may be appropriate under the circumstances to ensure compliance with this Arrangement, and the Participants will cooperate in the investigation of any offenses under the laws or regulations of either Participant.

8.2 The certification or approval of AP may be withdrawn, modified or curtailed at any time by the Host Participant for any reason, including, but not limited to, the violation of regulations or laws of the Host Participant or the Host Government. In addition, at the request of the Host Participant, the Parent Government will remove AP from the territory of the Host Government. The Host Participant will provide an explanation for its removal request, but a disagreement between the Participants concerning the sufficiency of the Host Participant's reasons will not be grounds to delay removal of AP.

8.3 The Participants will consult to determine the viability of the Parent Participant replacing withdrawn AP to either complete the withdrawn AP's tour of duty or start a new tour of duty.

## **SECTION IX REPORTS**

9.1 Reports which AP may be required by the Parent Participant to make concerning their duties as AP will be submitted in accordance with Parent Participant regulations. Upon receipt of a request by the Parent Participant, individual evaluation reports of AP will be prepared and submitted by the applicable Host Participant's unit commander or designated representative in accordance with the Host Participant's regulations and procedures.

9.2 In the event of injury to, or death of, AP, the Host Participant will submit casualty reports through established channels to the Parent Participant. Any reports and investigations conducted by the Host Participant concerning a casualty will be made available to the Parent Participant. The Parent Participant may conduct a separate investigation.

## **SECTION X SETTLEMENT OF DISPUTES**

Disputes arising under or relating to this Arrangement will be resolved only through consultations between the Participants and will not be referred to an individual, national or international tribunal, or to any other forum or third party for settlement.

## **SECTION XI ENTRY INTO EFFECT, AMENDMENT, DURATION AND TERMINATION**

11.1 All responsibilities of the Participants under this Arrangement will be carried out in accordance with their national laws. The responsibility of the Participants will be subject to the authorization and availability of funds appropriated for these purposes.

11.2 This Arrangement and its Annexes may be amended by the mutual written consent of the Participants. Annexes may be added to this Arrangement by the mutual written consent of the Participants.

11.3 This Arrangement may be terminated at any time by written consent of the Participants. Termination of this Arrangement will also terminate its annexes. In the event both Participants decide to terminate this Arrangement, the Participants will consult prior to the date of termination.

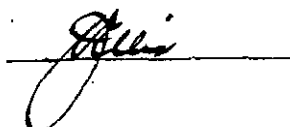
11.4 Either Participant may terminate this Arrangement or an Annex upon thirty (30) days written notification to the other Participant. Termination of this Arrangement will also terminate its annexes. Either Participant may terminate a position under an Annex upon thirty (30) days written notification to the other Participant.

11.5 The respective rights and responsibilities of the Participants and the AP under Section V (Security of Information) will continue, notwithstanding the termination or expiration of this Arrangement.

11.6 This Arrangement will enter into effect upon signature by both Participants. This Arrangement will remain in effect for three (3) years and may be extended by written consent of the Participants.

SIGNED, in duplicate.

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA



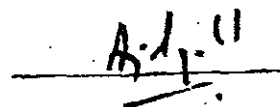
Admiral James O. Ellis, Jr.

Commander

JUN 03 2004

U.S. Strategic Command

FOR THE MINISTRY OF DEFENCE  
OF THE UNITED KINGDOM



Sir Anthony Bagnall

Air Chief Marshal

24 May 2004

London

SIGNED, in duplicate.

FOR THE MINISTRY OF DEFENCE  
OF THE UNITED KINGDOM

A. J. U

Sir Anthony Bagnall

Air Chief Marshal

24 May 2004

London

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

Ellis

Admiral James O. Ellis, Jr.

Commander

JUN 03 2004

U.S. Strategic Command